

<i>SERFF Tracking Number:</i>	<i>REGU-125905346</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nova Casualty Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>NCC-MWP-CP-08</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Metal Workers Program</i>		
<i>Project Name/Number:</i>	<i>Metal Workers Program - Commercial Property/NCC-MWP-CP-08</i>		

Filing at a Glance

Company: Nova Casualty Company	SERFF Tr Num: REGU-125905346	State: Arkansas
Product Name: Metal Workers Program	SERFF Status: Closed	State Tr Num: EFT \$50
TOI: 01.0 Property	Co Tr Num: NCC-MWP-CP-08	State Status: Fees verified and received
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
Filing Type: Form	Author: Jeremy Battles	Disposition Date: 11/17/2008
	Date Submitted: 11/16/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New): 11/17/2008
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 11/17/2008
State Filing Description:		

General Information

Project Name: Metal Workers Program - Commercial Property	Status of Filing in Domicile: Pending
Project Number: NCC-MWP-CP-08	Domicile Status Comments: Filing in New York (state of domicile) is pending.
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/17/2008	
State Status Changed: 11/17/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
NOVA Casualty Company (NCC), a member of Insurance Services Office (ISO), is submitting an independent commercial property form filing for its new Metal Workers Program. The corresponding rates and rules are not required to be submitted as per your state's requirements.	

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The filing introduces independent form ACP00041108 – Metal Workers' Enhancement, which is designed for metal workers who have demonstrated an active concern for safety and above average attitude towards controlling losses and loss exposure.

Attached for your review are the following:

- Explanatory Memo
- Form ACP00041108 – Metal Workers' Enhancement

An EFT in the amount \$50.00 has been initiated to cover your state's filing fees.

We ask that this filing become effective for all policies effective upon approval.

Company and Contact

Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)
 Jeremy Battles, Senior Analyst jeremybattles@ircllc.com
 50 Broad Street (212) 571-3989 [Phone]
 New York, NY 10004

Filing Company Information

Nova Casualty Company	CoCode: 42552	State of Domicile: New York
726 Exchange Street	Group Code: -99	Company Type:
Suite 1020		
Buffalo, NY 14210	Group Name:	State ID Number:
(800) 462-7261 ext. [Phone]	FEIN Number: 16-1140177	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No

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Fee Explanation:	Form Filing		
Per Company:	No		

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TOI: *01.0 Property* *Sub-TOI:* *01.0001 Commercial Property (Fire and Allied Lines)*
Product Name: *Metal Workers Program*
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nova Casualty Company	\$50.00	11/16/2008	23971243

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Product Name:	Metal Workers Program		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/17/2008	11/17/2008

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Disposition

Disposition Date: 11/17/2008

Effective Date (New): 11/17/2008

Effective Date (Renewal): 11/17/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Authorization, Explanatory Memo	Approved	Yes
Form	Metal Workers' Enhancement	Approved	Yes

SERFF Tracking Number: REGU-125905346 State: Arkansas

Filing Company: Nova Casualty Company State Tracking Number: EFT \$50

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Product Name: Metal Workers Program

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Metal Workers' Enhancement	ACP0004 1108	1108	Endorsement/Amendment/Conditions	New	0.00	Metal Workers' Enhancement.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

METAL WORKERS' ENHANCEMENT

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
CAUSE OF LOSS – SPECIAL FORM**

The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is modified as follows:

1. It is agreed that the following is added to **A. 1. Covered Property**:
Loss or damage to Building, Business Personal Property and Personal Property of Others that is in your care, custody or control must occur at or within 1,000 feet of the premises shown in the Declarations.
2. Paragraph **A.1.a. Building (3)** is deleted and replaced by the following:
(3) Permanently installed machinery and equipment, foundations of machinery, tanks and their component parts including all connections thereto which are below the under-surface of the lowest basement floor or, where there is no basement, below the surface of the ground;
3. The following is added to Section **A. 1. b. Your Business Personal Property**:
(8) Patterns, Molds and Dies.
4. The following paragraphs are added to **A. 4. Additional Coverages**:

Pairs or Sets

The insurance that applies to your Business Personal Property is extended to pay for consequential loss to undamaged personal property that is part of your product, or any product in your care, custody or control which has become unmarketable as a complete product. The most we will pay for loss or damage to personal property which is a pair or set of the complete product is \$25,000 in any one occurrence.

Brands and Labels

In the event of covered loss or damage to "stock" that is branded or labeled we will take all or part of the damaged property at an agreed or appraised value. This will include:

- a. Expenses incurred to:
 - (1)** Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
 - (2)** Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.
- b. Any reduction in the salvage value of the damaged "stock" as the result of the removal of the brand or label.

The most we will pay under this Additional Coverage is \$25,000 in any one occurrence.

Contract Penalties

We will pay for written contract penalties you are required to pay due to your failure to provide to your customers, your product or service which is the direct result of a Covered Cause of Loss to covered "stock".

The most we will pay under this Additional Coverage is \$25,000 in any one occurrence.

Personal Effects of Employees

We will pay for loss or damage to personal property of employees not to exceed \$5,000 for any one employee or \$25,000 in the aggregate for any occurrence, regardless of the number of employees.

We will also pay for loss or damage to personal property of employees while such personal property of employees is away from your premises for the purpose of performing duties related to the conduct of your business. Payment will not exceed \$2,500 for any one employee or \$10,000 in the aggregate for any occurrence, regardless of the number of employees.

Unspecified Premises

We will pay for loss or damage to Building, Business Personal Property, or research and development property while at unspecified premises within the coverage territory.

This coverage does not apply to:

- a. any property while at any exhibition, fair or trade show;
- b. salespersons' samples;
- c. property at newly acquired premises;
- d. property while in transit; or
- e. property at a job site or temporarily warehoused elsewhere awaiting installation at the job site.

The most we will pay for loss or damage under this Additional Coverage is \$250,000 in any one occurrence.

Outside Coverage Territory

We will pay for loss or damage to Business Personal Property that is temporarily outside the Coverage Territory if it is:

- a. in your care, custody or control; or
- b. in the care, custody or control of your authorized representative, including another insured or your salesperson(s); or
- c. while located at a business location owned or operated by you or leased by you; or
- d. while at any fair, trade show or exhibition.

This coverage does not apply to:

- a. Business Personal Property exported from the Coverage Territory or held for sale outside the Coverage Territory; or
- b. Property while in the care, custody or control of a common or contract carrier or bailee for hire, except for property while being handled or stored by the carrier that is at the same time transporting you or your authorized representative.

The most we will pay for this Additional Coverage is \$25,000 in any one occurrence.

The value of property and the cost of repair or replacement will be determined in United States currency based on values and costs in the area of the described premises where **Your Business Personal Property** is located. The **Valuation** and **Loss Payment Conditions** of the policy apply.

Any legal action against us concerning coverage provided under this Additional Coverage must be commenced in a court of law in the United States of America or in any other forum to which we consent.

Claim Expense

When we require it, we will pay the reasonable and necessary expenses you incur to prepare documentation, including inventories of damaged and undamaged property, to substantiate your claim for loss or damage to:

- a. building;
- b. personal property;
- c. personal property of employees;
- d. research and development property; or
- e. outdoor trees, shrubs, plants or lawns.

This Additional Coverage does not apply to any expenses you incur for any:

- a. insurance adjuster, consultant, or attorney; or
- b. your subsidiaries or affiliates.

The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

Lost Key

We will pay for loss or damage to keys and locks if a master or grand master key is lost or damaged from a Covered Cause of Loss. We will pay the reasonable and necessary costs you incur for:

- a. the actual cost to replace keys;
 - b. adjustment of locks to accept new keys; or
 - c. if required, new locks including the cost of their installation,
- due to direct physical loss or damage to a master key or grand master key.

The most we will pay for this Additional Coverage is \$10,000 in any one occurrence at each described premises.

Sales Representative Samples

We will pay for loss or damage by a covered cause of loss to Business Personal Property including salespersons' samples and personal property of others in the custody of any of your sales representatives, subject to a limit of \$25,000 in any one occurrence.

Temperature Changes

We will pay for loss or damage to personal property damaged by the following:

- a. Dampness or dryness of atmosphere;
- b. Changes in temperature or extremes of temperature; or
- c. Marring or scratching.

The most we will pay for this Additional Coverage is \$25,000 in any one occurrence.

Stock in Process

We will determine the value of "stock" in process of manufacture when the undamaged parts cannot be used in conjunction with other "stock" at actual cash value of the raw materials plus labor expended and the proper portion of overhead charges.

The most we will pay under this Additional Coverage is \$25,000 in any one occurrence.

Tenants Improvements and Betterments

We will pay for the value of undamaged tenant's improvements and betterments when your lease is cancelled:

- a. By the lessor; and
 - b. By a valid condition of your lease,
- due to loss or damage to building or personal property at the premises shown in the Declarations, subject to a limit of \$25,000 in any one occurrence.

Fine Arts

Whether owned by you or others, and in your care, custody or control.

- a. Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures and tangible property such as porcelains, china and marble.
- b. The most we will pay under this coverage extension in any one occurrence is \$25,000 at each described premises.

Our payment for loss of or damage to fine arts of others will only be for the account of the owner of the fine arts.

The value of fine arts, including newly acquired property, will be the least of the following amounts:

- (1) The actual cash value of that property;
- (2) The cost of reasonably restoring that property to its condition immediately before loss; or

- (3) The cost of replacing that property with substantially identical property.
In the event of loss, the value of the property will be determined as of the time of loss.

Money and Securities

We will pay for loss of **"money"** and **"securities"** inside the **"premises"** or a **"banking premises,"** and outside the **"premises"** in the care and custody of a **"messenger."**

- a. We will pay only for loss of **"money"** and **"securities"** resulting from:
 - (1) Theft, meaning any act of stealing;
 - (2) Disappearance; or
 - (3) Destruction.
- b. We will not pay for loss:
 - (1) Resulting from accounting or arithmetical errors or omissions;
 - (2) Due to the giving or surrendering of property in any exchange or purchase; or
 - (3) Of property contained in any money-operated device unless the amount of **"money"** deposited in it is recorded by a continuous reading instrument in the device.
 - (4) Loss resulting from any dishonest or criminal act committed by any of your **"employees,"** directors, trustees or authorized representatives:
 - (a) Acting alone or in collusion with other persons; or
 - (b) While performing services for you or otherwise
- c. The most we will pay for "all loss" in any one occurrence is:
 - (1) \$15,000 for losses occurring inside the **"premises"** or a **"banking premises."**
 - (2) \$10,000 for losses occurring outside the **"premises,"** in the care and custody of a **"messenger."**
- d. **"All loss"** means all loss:
 - (1) Caused by one or more persons; and
 - (2) Involving a single act or series of related acts; is considered an occurrence.
- e. You must keep records of all **"money"** and **"securities"** so we can verify the amount of any loss or damage.

Fire Extinguisher Systems Expense:

- a. We will pay:
 - (1) the cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 1,000 feet of the described premises; and
 - (2) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or fire extinguishing system.
- b. No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- c. The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.
- d. No deductible applies to this Additional Coverage.

Computer Fraud

- a. We will pay for loss of or damage to **"money"**, **"securities"** and other property resulting directly from the use of any **"computer"** to fraudulently cause a transfer of that property from inside a building at the described premises or from any bank or similar safe depository:
 - (1) To a person outside those premises; or
 - (2) To a place outside those premises.
- b. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$25,000.

Money Orders and Counterfeit Paper Currency

- a. We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, **“money”** or services:
 - (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
 - (2) **“Counterfeit”** paper currency that is acquired during the regular course of business.
- b. The most we will pay for any loss in any one occurrence under this Additional Coverage is \$5,000.

Forgery or Alteration

- a. We will pay for loss resulting directly from **“forgery”** or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in **“money”** that are:
 - (1) Made or drawn by or drawn upon you; or
 - (2) Made or drawn by one acting as your agent,
 - (3) That are purported to have been so made or drawn.
- b. For the purposes of this Additional Coverage, we will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
- c. If you are sued for refusing to pay any instrument covered in paragraph (1) above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
- d. The most we will pay for any loss in any one occurrence, including legal expenses, under this Additional Coverage, is \$25,000.

Employee Dishonesty

- a. We will pay for direct loss of or damage to Your Business Personal Property and your **“money”** and **“securities”** resulting from dishonest acts committed by any of your **“employees”** acting alone or in collusion with other persons(except you or your partners, members or **“managers”**) with the manifest intent to:
 - (1) Cause you to sustain loss or damage; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) Any **“employee”**, or
 - (b) Any other person or organization.
- b. We will not pay for loss or damage:
 - (1) Resulting from any dishonest or criminal act that you or any of your partners, members, officers, **“managers”**, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons; or
 - (2) The only proof of which as to its existence or amount is one or both of the following:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- c. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$50,000.
- d. All loss or damage:
 - (1) Caused by one or more **“employees”**; and
 - (2) Involving a single act or series of related acts; is considered one occurrence.
- e. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- f. This Additional Coverage does not apply to loss caused by any “employee” after discovery by:
 - (1) You; or
 - (2) Any of your partners, officers or directors, or members or “managers” not in collusion with the “employee”;
 - (3) Of any dishonest act committed by that “employee” before or after being hired by you.
- g. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
- h. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
 - (1) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- i. The insurance under Paragraph (8) above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - (1) This Additional Coverage as of its effective date; or
 - (2) The prior insurance, had it remained in effect.

Expediting Expense

- a. In the event of a Covered Cause of Loss to Covered Property at described premises and newly acquired premises, we will pay for the reasonable and necessary additional expenses you incur to:
 - (1) Make Temporary repairs;
 - (2) Expedite permanent repair or replacement of damaged property; or
 - (3) Provide training on replacement machines or equipment.
- b. This includes overtime wages, the extra cost of express or other rapid means of transportation, and expenses to bring computer systems back to operational status.
- c. The most we will pay for loss under this Additional Coverage in any one occurrence is \$25,000.

Reward Coverage

- a. We will reimburse you for rewards you have paid leading to:
 - (1) The successful return of substantially undamaged stolen articles to a law enforcement agency; or
 - (2) The arrest and conviction of any persons for having damaged or stolen any of your covered property.
- b. We will pay 25% of the covered loss (prior to application of any applicable deductible and recovery of any stolen articles) up to \$5,000 in any one occurrence for the rewards you make. These reward payments must be documented. No deductible applies to this Additional Coverage.

Utility Services

- a. We will pay for direct physical loss or direct physical damage to Covered Property at described premises caused by or resulting from the interruption of utility services. The interruption must be caused by or result from direct physical loss or direct physical damage by a Covered Cause of Loss to property outside the insured premises boundaries and which provides the following utility services:
 - (1) Water.
 - (2) Communications, except interruption due to malfunction of satellites.
 - (3) Gas, steam or electrical power.

- b. Loss or damage caused by or resulting from damage to overhead transmission lines is included.
- c. The most we will pay for Utility Services in any one occurrence is \$25,000.

Tenant Glass

- a. Coverage applies to your interest as a tenant or to your responsibility as a tenant under a written lease agreement as a tenant at described premises.
- b. Your Business Personal Property is extended to apply to damage to **"Building Glass"** caused by any cause of loss. This coverage is included in the applicable Business Personal Property Limit of Insurance where the covered loss or covered damage occurs.

5. It is agreed that paragraph **A.4.a. (4)** is deleted and replaced by the following:

Debris Removal

- (4) We will pay up to an additional \$50,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if **(4)(a)** and/or **(4)(b)** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$50,000.

6. It is agreed that paragraph **A.4.b.** is deleted and replaced by the following:

Preservation Of Property

If it is necessary to move covered property from the described premises to preserve it from loss or damage by a covered cause of loss, we will pay for any direct physical loss of or damage to that property:

- (1) While it is being moved to or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 90 days after the property is first moved.

We will also pay for any expenses that are incurred while moving this covered property from covered premises to preserve the property from further loss or damage. The most we will pay under this coverage is \$50,000.

7. It is agreed that paragraph **A.4.c.** is deleted and replaced by the following:

Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$10,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this Additional Coverage.

8. It is agreed that paragraph **A.4.d.** is deleted and replaced by the following:

Pollutant Cleanup

We will pay your expense to extract **"pollutants"** from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the **"pollutants"** is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of **"pollutants"**. But we will pay for testing which is performed in the course of extracting the **"pollutants"** from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$25,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

9. It is agreed that paragraph **A.4.e.(1)-(6)** is deleted and replaced by the following:

Demolition Costs & Increased Cost of Construction

- (1) We will pay the cost to demolish the undamaged portion of the covered building and to clear the site of the undamaged portion of the building when required to do so by the enforcement of the building, zoning or land use ordinance or law; and
- (2) Increased Cost of Construction Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies. In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
 - (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "**pollutants**" or due to the presence, growth, proliferation, spread or any activity of "**fungus**", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "**pollutants**", "**fungus**", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is 10% of the building limit or \$100,000 whichever is less.

The amount payable under this Additional Coverage is additional insurance.

10. It is agreed that paragraph **A.4.f.(4)** is deleted and replaced by the following:

- (4) The most we will pay under this Additional Coverage – Electronic Data is \$25,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

11. It is agreed that paragraph **A.5.a.** is deleted and replaced by the following:

Newly Acquired Or Constructed Property

- (1) **Buildings**
 - (a) Your new buildings while being built on the described premises; and
 - (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building

- (2) **Your Business Personal Property**

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
 - (ii) Business personal property, including such property that newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

- (b) This Extension does not apply to:
 - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 90 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

12. It is agreed that paragraph A.5.b. is deleted and replaced by the following:

Personal Effects and Property of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This extension does not apply to loss or damage by theft.
- (2) Personal property of others, in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$25,000 in any one occurrence at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

13. It is agreed that paragraph A.5.c.(4) is deleted and replaced by the following:

- (4) The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$50,000. For valuable papers and records not at described premises, the most we will pay is \$10,000 in any one occurrence. Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

14. It is agreed that paragraph A.5.d. is deleted and replaced by the following:

Property Off Premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or

This Extension also applies to “**Computer Equipment**” while such property is in the course of transit or is located, at a premises you do not own, lease or operate, for not more than 90 days.

(2) This Extension does not apply to property;

(a) In or on a vehicle, except for “**Computer Equipment**”; or

(b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

The most we will pay under (1) and (2) above of this Extension is \$25,000 in any one occurrence.

(3) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises if it is at any fair, trade show, or exhibition.

The most we will pay under (3) above of this Coverage Extension is \$50,000.

15. It is agreed that paragraph A. 5.e. is deleted and replaced by the following:

Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:

(1) Fences, retaining walls that are not a part of a building. The most we will pay for loss or damage under this Extension is \$10,000 in any one occurrence;

(2) Outdoor radio, television, satellite or other antennas, including their masts, towers and lead-in and support wiring. The most we will pay for loss or damage under this Extension is \$5,000 in any one occurrence

(3) Trees, shrubs and plants other than “**stock**”. The most we will pay for loss or damage, including debris removal expense, under this Extension is \$5,000 for any one occurrence, but not more than \$500 for any one tree, shrub or plant;

(4) Outdoor signs owned by you or owned by others in your care, custody or control. The most we will pay for loss or damage under this Extension is \$25,000 in any one occurrence.

But only for loss caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or civil commotion; or

(5) Aircraft

16. It is agreed that paragraph A. 5.f. (3) is deleted and replaced by the following:

Non-Owned Detached Trailers

(3) The most we will pay for loss or damage under this Extension is \$10,000, unless a higher limit is shown in the Declarations.

17. The following is added to Paragraph A.5.:

g. Accounts Receivable

(1) You may extend the insurance that applies to business personal property to accounts r receivable. We will pay:

(a) All amounts due from your customers that you are unable to collect;

(b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and

(d) Other reasonable expenses that you incur to re-establish your records of accounts receivable; that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

- (2) The most we will pay under this Extension for loss or damage in any one occurrence at each described premises is \$50,000.
- (3) For account receivables not at the described premises, the most we will pay is \$10,000 in any one occurrence.

18. The following paragraphs are added to **E. 7. Valuation:**

We will determine the value of "stock" subject to market value at the market price as of the time and place of loss or damage less discounts and expenses you otherwise would have had.

We will determine the value of finished "stock" you manufacture, in the event of loss or damage, at the selling price, as if no loss or damage occurred less discounts and expenses you otherwise would have had.

We will determine the value of gold, gold salts and other precious metals based on the average market cost for replacement as published by the American Metals Market during the period of 10 business days immediately preceding the date of loss or damage, or the actual sum you pay for replacement, whichever is less.

The **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** is modified as follows:

19. The following is added to **5. Additional Coverages:**

Dependent Properties

This insurance is extended to apply to Business Income and Extra Expense loss caused by direct physical damage by a Covered Cause of Loss to the dependent properties stated in the Declarations.

Dependent properties mean property at premises operated by others that you depend on to:

- (1) deliver materials or services to you, or to others for your account;
- (2) accept your products or services;
- (3) manufacture products for delivery to your customers under contract of sale; or
- (4) attract customers to your business premises.

We will pay for the actual Business Income and Extra Expense loss you incur due to the actual impairment of the operations of a dependent property during the "period of restoration". This actual impairment of operations must be caused by or result from direct physical damage by a Covered Cause of Loss to property or personal property of a dependent business at a dependent property.

The most we will pay for loss of Business Income and Extra Expense during the "period of restoration" is \$25,000.

This Additional Coverage does not apply if the direct physical loss or damage is caused by or results from earthquake or flood.

The **CAUSES OF LOSS – SPECIAL FORM** is modified as follows:

20. It is agreed that paragraph **B. 1. g. Water (3)** is deleted.

21. It is agreed that paragraph **B. 2. d. 7.** is deleted.

22. It is agreed that paragraph **c.** under **F. 1. Property In Transit**, is deleted and replaced by the following:

- c.** We will pay for loss or damage to Personal Property
 - (1) being shipped F.O.B. (free on board) or on other similar terms after the title of a shipment passes to the consignee; or

- (2) which has been refused by the consignee, from the time such property has been refused until the time such property is returned to your premises; or 14 consecutive days after such property has been refused.

We will not attempt to collect from the consignee, unless you provide us with your written consent to do so or assign us your right of action

We will also pay for:

- (1) The necessary additional expenses you incur to inspect, repackage and reship personal property damaged by a Covered Cause of Loss;
- (2) General average and salvage charges that may be assessed against your covered personal property shipments that are waterborne; and
- (3) Loss or damage to covered property during loading and unloading of the transporting conveyance.

This coverage does not apply to:

- (1) any personal property, building components or research and development property while in transit to or from any exhibition, fair or trade show;
- (2) salespersons' samples;
- (3) when you are acting as a carrier for hire;
- (4) a separate ocean marine insurance policy that you have purchased to cover any property in transit;
- (5) shipments by mail, unless registered;
- (6) electronic data processing property;
- (7) fine arts.

- d. The most we will pay under this Additional Coverage Extension is \$50,000 in any one occurrence.

23. It is agreed that the following is added to F. Additional Coverage Extensions:

Covered Causes of Loss is extended to include loss or damage caused by or resulting from water that backs up from a sewer or drain. Back up of Sewers and Drains means direct physical loss to covered property caused by water which backs up through sewers or drains or water which enters into and overflows from within a sump pump well, or other type of system designed to remove sub surface water which is drained from the foundation area.

The most we will pay for direct physical loss caused by back up of sewers and drains is \$25,000.

24. The following is added to H. Definitions of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

"Building Glass" means glass that is part of the building or structure, including solar heating panels, glass building blocks, skylights, glass doors and windows and their encasement frames, alarm tape, lettering and ornamentation.

This does not include art glass, half tone screens, lenses, memorial windows, mosaic art, rotogravure screens or any stained glass.

"Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.

"Computer Equipment" includes the following equipment:

- a. Computer hardware, including micro-processors and related component parts;
- b. Peripheral equipment, such as printers and modems;
- c. Computer network equipment; and
- d. Electronic communications equipment.

“Counterfeit” means an imitation of an actual valid original which is intended to deceive and to be taken as the original.

“Employee”, as respects the coverage provided under Paragraph 6. of this endorsement for Money and Securities and Employee Dishonesty only, means:

- a. Any natural person:
 - (1) While in your service or for 30 days after termination of service;
 - (2) Who you compensate directly by salary, wages or commissions; and
 - (3) Who you have the right to direct and control while performing services for you; or
- b. Any natural person who is furnished temporarily to you:
 - (1) To substitute for a permanent **“employee”** as defined in Paragraph a. above, who is on leave; or
 - (2) to meet seasonal or short term work load conditions; while that person is subject to your direction and control and performing services to you.

“Employee” does not mean:

- (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (b) Any **“manager”**, director or trustee except while performing acts coming within the scope of the usual duties of an **“employee”**.

“Forgery” means the signing of the name of another person or organization with intent to deceive.

It does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

“Loss” means accidental loss or damage.

“Manager”, as respects the coverage provided under Paragraph 6. of this endorsement for Employee dishonesty only, means a person serving in a directorial capacity for a limited liability company.

“Messenger” means you, any of your partners or any **“employee”** while having care and custody of the property outside the **“premises.”**

“Money” means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

“Operations” means the type of your business activities occurring at the described **“premises”**.

“Period of Restoration” means the period of time that:

- a. begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
- b. ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

“Period of restoration” does not include any increased period required due to the enforcement of any law that regulates the construction, use or repair, or requires the tearing down of any property.

The expiration date of this policy will not cut short the **“period of restoration”**.

“Premises” means the interior of that portion of any building you occupy in conducting your business.

“Securities” means negotiable and non negotiable instruments or contracts representing either **“money”** or other property and includes:

- a. Redeemed coupons, tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
but does not include **“money”**.

<i>SERFF Tracking Number:</i>	<i>REGU-125905346</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nova Casualty Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>NCC-MWP-CP-08</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Metal Workers Program</i>		
<i>Project Name/Number:</i>	<i>Metal Workers Program - Commercial Property/NCC-MWP-CP-08</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125905346 State: Arkansas
Filing Company: Nova Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: NCC-MWP-CP-08
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Metal Workers Program
Project Name/Number: Metal Workers Program - Commercial Property/NCC-MWP-CP-08

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/17/2008
Comments:
Attachment:
AR NAIC Transmittal.pdf

Satisfied -Name: Filing Authorization, Explanatory Memo **Review Status:** Approved 11/17/2008
Comments:
Attachments:
1 - Filing Authorization.pdf
2 - MWP Explanatory Memo - Form.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div>New Business</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Renewal Business</div> <div></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #
N/A	000

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
NOVA Casualty Company	NY	42552	16-1140177	

5. Company Tracking Number	NCC-MWP-CP-08
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Jeremy W. Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004	Manager	212-571-3884	212-571-2502	jeremybattles@irccl.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jeremy W. Battles

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	1.0 - Property
10. Sub-Type of Insurance (Sub-TOI)	1.0001 - Commercial Property (Fire and Allied Lines)
11. State Specific Product code(s) (if applicable)[See State Specific	N/A
12. Company Program Title (Marketing title)	Metal Workers Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: N/A - New
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	11/16/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # NCC-MWP-CP-08

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

NOVA Casualty Company (NCC), a member of Insurance Services Office (ISO), is submitting an independent commercial property form filing for its new Metal Workers Program. The corresponding rates and rules are not required to be submitted as per your state's requirements.

The filing introduces independent form ACP00041108 – Metal Workers' Enhancement, which is designed for metal workers who have demonstrated an active concern for safety and above average attitude towards controlling losses and loss exposure.

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)



Corporate Office (Buffalo Branch):
180 Oak Street
Buffalo, NY 14203-1691
Phone (716) 856-3722
Commercial Lines/Motorcycle
Fax (716) 855-1240
Claims
Fax (716) 856-0069
Premium Accounting
Fax (716) 856-4351
Bond Dept
Fax (716) 852-5590
www.novacasualty.com

LETTER OF FILING AUTHORIZATION

This will certify that Insurance Regulatory Consultants, LLC (IRC) has been given full authorization to submit the captioned filing below on behalf of **Nova Casualty Company**. This authorization extends to all correspondence regarding this filing

Craig Rappaport

Name

Senior Vice President

Title

November 14, 2008

Date

Nova Casualty Company

Company


Signature

(716) 856-3722

Telephone Number

Re: **NOVA Casualty Company**
NAIC #: 42552; FEIN #: 16-1140177
Metal Workers Program
Commercial Property

Regional Underwriting Offices
(All Claims to Corporate Office Above)

Florida

P O Box 52-0953 • Miami, FL 33152-0953
Phone (305) 594-3500 • Fax (305) 477-6109

Georgia

4231 Pleasant Hill Rd, Suite C • Duluth, GA 30096
Phone (678) 473-6207 • Fax (678) 473-6208

**NOVA CASUALTY COMPANY - METAL WORKERS PROGRAM
EXPLANATORY MEMORANDUM**

NOVA Casualty Company (NCC), a member of Insurance Services Office (ISO), is submitting an independent commercial property form filing for its new Metal Workers Program. The corresponding rates and rules have been submitted separately, as required.

This filing introduces independent form **ACP00041108 – Metal Workers' Enhancement**, which is designed for metal workers who have demonstrated an active concern for safety and above average attitude towards controlling losses and loss exposure.

These policies will be written on a standard ISO commercial property form, CP 00 10. Form ACP00041108 – Metal Workers' Enhancement is specific to the metal workers program and will be attached to all policies within this program. This endorsement is designed for metal workers who have demonstrated an active concern for safety and above average attitude towards controlling losses and loss exposure.

This program includes classifications such as:

Bearing Mfg
Bolt, Nut, Rivet, Screw or Washer Mfg.
Die Casting Mfg
Electrical Manufacturing - Metal
Machinery and Machinery Parts Mfg
Machinery and Machinery Parts Mfg - Metalworking
Machinery or Machinery Parts Mfg - Industrial
Machine Shops NOC
Metal Foil Mfg
Metal Goods Parts
Metal Goods Mfg NOC
Metal Good Mfg (Stamping)
Metal Heat Processing
Metal Processing Specialized
Metal Works - Shop (load bearing)
Metal Works – Shop (non-load bearing)
Pattern Mfg – Metal
Pipes or Tubes Mfg – Metal
Special Equipment Mfg – Metal
Tool and Die Mfg. - Metal
Tool Mfg – Hand Type – Powered
Tool Mfg – Power Equipment – Household Type – Outdoor or Workshop
Tool Mfg – Accessories
Wire, Nail and Bolt Mfg. – Metal